

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-0398-S-09-0010	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 13 April 09	PAGE OF PAGES 1 of 49

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 265499	6. PROJECT NO.
7. ISSUED BY East Side Acquisition Zone Gallatin National Forest P.O. Box 130 Bozeman, MT 59771	CODE	8. ADDRESS OFFER TO East Side Acquisition Zone Attn: Gary Stephens Gallatin National Forest P.O. Box 130 Bozeman, MT 59771 Mark as: "SEALED BID - AG-0398-S-09-0010"
9. FOR INFORMATION CALL:	A. NAME Gary Stephens - C.O. Jonathan Kempff - Engineer	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 406-587-6774 (C.O.) 406-587-6732 (Engineer)

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

~AMERICAN RECOVERY & REINVESTMENT ACT PROJECT~**SHIELDS RIVER ROAD #844 RECONSTRUCTION - Gallatin National Forest**

- 1.
2. SF1442, SF1442 Back
3. Part I The Schedule, Section B: Supplies or Services and Prices/Costs
4. Section C: Project Description, Specifications and Statement of Work
5. Section E: Inspection and Acceptance
6. Section F: Deliveries or Performance
7. Section G: Contract Administration Data
8. Section H: Special Contract Requirements
9. Part II Contract Clauses, Section I: Contract Clauses
10. Part III List of Documents, Exhibits, and Other Attachments, Section J: List of Documents, Exhibits, and Other Attachments
11. Part IV Representations and Instructions, Section K: Representations, Certifications, and Other Statements of Bidders
12. Section L: Instructions, Conditions, and Notice to Bidders
13. Section M: Evaluation Factors for Award

FULL AND OPEN COMPETITION**Price Range:** The Government's estimate is **between \$1,000,000 and \$5,000,000.**

11. The Contractor shall begin performance within 10 calendar days and complete it within 60 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See ____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1400 (hour) local time 19 May 2009 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation – give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)()☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES
SCHEDULE OF ITEMS

Shields River Road #844 Reconstruction

Gallatin National Forest
Livingston Ranger District

B- 1 - BID SCHEDULE

ITEM NO.	DESCRIPTION	Measurem ent	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	LSQ	Lump Sum	1	\$ _____	\$ _____
15401	Contractor Testing	LSQ	Lump Sum	1	\$ _____	\$ _____
15501	Construction Schedule	LSQ	Lump Sum	1	\$ _____	\$ _____
15706	Temporary Culvert Pipe	DQ	Foot	274	\$ _____	\$ _____
15707	Bales, Straw	AQ	Each	20	\$ _____	\$ _____
15708	Check Dams	AQ	Each	77	\$ _____	\$ _____
15709	Sandbags	DQ	Each	775	\$ _____	\$ _____
15710	Sediment Traps	AQ	Each	17	\$ _____	\$ _____
15712	Plastic Lining	DQ	Square Yard	240	\$ _____	\$ _____
15713	Soil Erosion & Pollution Control	LSQ	Lump Sum	1	\$ _____	\$ _____
15722	Straw Wattle	AQ	Foot	16310	\$ _____	\$ _____
15802	Watering for Dust Control	LSQ	Lump Sum	1	\$ _____	\$ _____
20101	Clearing and Grubbing	DQ	Acre	2	\$ _____	\$ _____
20301A	Removal of existing Timber Bridge	AQ	Each	1	\$ _____	\$ _____
20301B	Removal of existing Culverts	AQ	Each	12	\$ _____	\$ _____
20301C	Removal of existing Cattleguards	AQ	Each	5	\$ _____	\$ _____
20301D	Removal of existing Irrigation Control Structures	AQ	Each	2	\$ _____	\$ _____
20301E	Removal of existing Gates	AQ	Each	11	\$ _____	\$ _____
20302A	Removal of existing Fence, Salvaged Materials Stockpiled for Landowner	AQ	Foot	14343	\$ _____	\$ _____
20302B	Removal of Guardrail	AQ	Foot	125	\$ _____	\$ _____
20304	Removal of existing Concrete Bridge Curb, Wingwalls, and Caps	LSQ	Lump Sum	1	\$ _____	\$ _____
20401	Roadway Excavation	DQ	Cubic Yard	19520	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	Measurement	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
20404	Unclassified Borrow	DQ	Cubic Yard	24682	\$ _____	\$ _____
20419	Drainage Excavation, type Irrigation Ditch	AQ	Foot	5125	\$ _____	\$ _____
20431	Permeable Backfill	DQ	Cubic Yard	3552	\$ _____	\$ _____
20432	Conserve Topsoil	LSQ	Lump Sum	1	\$ _____	\$ _____
20503	Blasting	LSQ	Lump Sum	1	\$ _____	\$ _____
20701	Earthwork Geotextile type II-A (Non-woven)	DQ	Square Yard	64950	\$ _____	\$ _____
25101A	Placed Riprap, class 3	DQ	Cubic Yard	153	\$ _____	\$ _____
25101B	Placed Riprap, class 5	DQ	Cubic Yard	545	\$ _____	\$ _____
25101C	Placed Riprap, class 6	DQ	Cubic Yard	40	\$ _____	\$ _____
26201	Geogrid category 1	DQ	Square Yard	2464	\$ _____	\$ _____
30330	Ditch and Roadbed Reconditioning	AQ	Foot	2006	\$ _____	\$ _____
32002	Stockpiled Aggregate, Section 703c, grading G	DQ	Cubic Yard	10000	\$ _____	\$ _____
32005	Preparation of Stockpile Site	LSQ	Lump Sum	1	\$ _____	\$ _____
32103	Aggregate Base, grading D, Compaction method F	DQ	Cubic Yard	5029	\$ _____	\$ _____
32107	Subbase Grading A, Compaction Method C	DQ	Cubic Yard	14610	\$ _____	\$ _____
32111	Aggregate Surface Course, grading G, Compaction method F	DQ	Cubic Yard	13315	\$ _____	\$ _____
32130	Furnishing and Applying 77% Calcium Chloride Flake, method B	DQ	Ton	139.7	\$ _____	\$ _____
40301	Hot Asphalt Concrete Pavement class B, grading D	DQ	Ton	3279	\$ _____	\$ _____
40305	Asphalt Cement, grade PG 58-28	DQ	Ton	197	\$ _____	\$ _____
40901	Surface Treatment Aggregates designation 1C	DQ	Ton	338	\$ _____	\$ _____
40904	Emulsified Asphalt grade CRS-2P	DQ	Ton	46	\$ _____	\$ _____
55101	HP 10x42 Steel Piles, Driven	AQ	Foot	150	\$ _____	\$ _____
55109	HP 10x42 Steel Piles, Furnished	AQ	Foot	180	\$ _____	\$ _____
55201	Structural Concrete, class A(AE)	DQ	Cubic Yard	16	\$ _____	\$ _____
55301	Precast, Prestressed Concrete Structural Members, Bulb-Tee Beams	DQ	Each	3	\$ _____	\$ _____
55304	Precast Concrete Member, Irrigation Control Structure	AQ	Each	2	\$ _____	\$ _____
55305	Precast Concrete Structure, Box Culvert, Wingwalls	LSQ	Lump Sum	1	\$ _____	\$ _____
55401	Reinforcing Steel	DQ	Pounds	400	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	Measurement	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
55604	Remove and Reset Bridge Railing	LSQ	Lump Sum	1	\$ _____	\$ _____
55605	Bridge Approach Railing, type 1, class A	AQ	Foot	150	\$ _____	\$ _____
55607	Terminal Section, Flared	AQ	Each	4	\$ _____	\$ _____
55609	Bridge Rail, W-beam	AQ	Foot	138	\$ _____	\$ _____
60201A	18-inch Pipe Culvert	AQ	Foot	1096	\$ _____	\$ _____
60201B	24-inch Pipe Culvert	AQ	Foot	208	\$ _____	\$ _____
60201C	30-inch Pipe Culvert	AQ	Foot	64	\$ _____	\$ _____
60201D	36-inch Pipe Culvert	AQ	Foot	34	\$ _____	\$ _____
60202A	53-inch Span, 41-inch Rise Pipe Arch Culvert	AQ	Foot	68	\$ _____	\$ _____
60202B	87-inch Span, 63-inch Rise Pipe Arch Culvert	AQ	Foot	86	\$ _____	\$ _____
60202C	171-inch Span, 110-inch Rise Pipe Arch Culvert	AQ	Foot	70	\$ _____	\$ _____
60206	End Section for 24-inch Pipe Culvert	AQ	Each	2	\$ _____	\$ _____
61901A	Fence, Type 1-3W Wood Post	AQ	Foot	90	\$ _____	\$ _____
61901B	Fence, Type 1-3W Steel Post	AQ	Foot	90	\$ _____	\$ _____
61901C	Fence, Type 1-4W Steel Post	AQ	Foot	7623	\$ _____	\$ _____
61901D	Fence, Type 1-4WA Steel Post	AQ	Foot	9418	\$ _____	\$ _____
61901E	Fence, Type Jackleg	AQ	Foot	1015	\$ _____	\$ _____
61902A	Gate, Type G-2	AQ	Each	11	\$ _____	\$ _____
61902B	Gate, Type G-3	AQ	Each	1	\$ _____	\$ _____
61902C	Gate, Type Single Livestock	AQ	Each	4	\$ _____	\$ _____
61902D	Gate, Type Double Livestock	AQ	Each	6	\$ _____	\$ _____
61903	Cattle guard	AQ	Each	5	\$ _____	\$ _____
61904	Brace panel	AQ	Each	10	\$ _____	\$ _____
62201A	Hydraulic Excavator, Track mounted, 1 CY minimum	AQ	Hour	80	\$ _____	\$ _____
62201B	Dump Truck, 12 CY minimum	AQ	Hour	80	\$ _____	\$ _____
62407	Placing Conserved Topsoil	LSQ	Lump Sum	1	\$ _____	\$ _____
62501	Seeding, Hydraulic method	DQ	Acre	1.8	\$ _____	\$ _____
62507	Mulching, Hydraulic method	DQ	Acre	1.8	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	Measurement	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
63301	Sign System	AQ	Each	5	\$ _____	\$ _____
63306A	Object Markers, type II	AQ	Each	10	\$ _____	\$ _____
63306B	Object Markers, type III	AQ	Each	4	\$ _____	\$ _____
63308	Remove and Reset Sign	AQ	Each	3	\$ _____	\$ _____
63310	Removing Signs	AQ	Each	15	\$ _____	\$ _____
63312	Posts, Wood 4-inch diameter	AQ	Each	35	\$ _____	\$ _____
63313	Signs, Aluminum Panels, type Retroreflective Sheeting	AQ	Square Foot	165.37	\$ _____	\$ _____
63501	Temporary Traffic Control	LSQ	Lump Sum	1	\$ _____	\$ _____
64102	Pit and Quarry Development	LSQ	Lump Sum	1	\$ _____	\$ _____
64201	Precast Double Unit Vault Toilet	AQ	Each	1	\$ _____	\$ _____
64802	Placed Fish Rest Stop Rock, FRS class 6, method C	AQ	Each	4	\$ _____	\$ _____
65002	Install Road Closure Device, type Pipe Gate	AQ	Each	2	\$ _____	\$ _____

TOTAL BID PRICE \$ _____

DESIGNATED METHOD OF MEASUREMENT

AQ Actual Quantities
 LSQ Lump Sum Quantities
 DQ Design Quantities

SPECIAL NOTES:

- a. The bidder must bid on all items. Round to the nearest cent.
- b. In the event of an error in extending the bid prices, unit prices will govern unless otherwise determined by the Contracting Officer in accordance with applicable regulations.
- c. Offers for quantities less than those listed in the numbered items may be rejected.
- d. Payment for bond premiums in accordance with Clause 52.232-5. Payments under Fixed-Price Construction Contracts shall not be in addition to the contract price but can be included under Mobilization.
- e. The pay items in the Schedule of Items have suffixes that do not appear on the pay items in the specifications. They pertain only to sizes, classes, and/or types indicated in the item "Descriptions," and are used by the Government for computer tabulation of bid schedules. For the abbreviations in schedule descriptions see Special Project Specification 101.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C-1 PROJECT DESCRIPTION AND LOCATION**

- a) **Scope of Contract.** The project involves reconstruction of approximately 5.6 miles of the Shields River Forest Road #844 from an approximately 18' wide single lane road to a 24' double lane road, with all the associated foundation, drainage, bridge, surfacing, and misc. work. Only minor realignments are included. Specific work requirements will include digging out and rebuilding some roadway foundations, reconditioning the entire road prism, adding culverts, replacing culverts, widening an existing concrete girder bridge, installation of a concrete box culvert, placing aggregate base and surfacing on the entire length, asphalt paving 1.5 miles of road, fencing, and other incidental work such as signing, traffic control, and pollution control.
- b) **Project Location.** The project is located approximately 35 miles northeast of Livingston, Montana and wholly within Park County, Montana. Follow US Highway 89 north from Livingston 28 miles to Wilsall. From Wilsall, follow the Shields River County Road #45 northeast 10 miles to the end of the asphalt. The end of the asphalt is the beginning Forest Road #844 and the beginning of the project.

C-2 GENERAL SPECIFICATIONS

- a) **Existing Facilities.** In addition to the requirements of the Use of Premises Clause, AGAR 452.236-70, all existing facilities such as signs, cattleguards, and drainage structures damaged by the Contractor shall be replaced or repaired by the Contractor at no additional cost to the Government. This includes any facilities inside or outside the project limits, including along any access routes.
- b) **Pollution and Erosion Control.** During all operations under this contract, the Contractor shall exercise reasonable measures to prevent or minimize soil erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid wastes, from the Contractor's operations, including camps, parking areas, and equipment maintenance areas shall be stored, collected, and disposed of in a sanitary and nuisance-free manner. Refuse shall be disposed of in State-approved landfills unless otherwise approved by the Contracting Officer's Representative (COR).

During all of the work, the Contractor shall make every reasonable effort to direct surface runoff water to stabilized waterways and to keep the drainage systems functioning effectively to minimize soil erosion and water pollution.

- c) **Camping.** Prior to any camping on National Forest lands, the Contractor shall obtain a District Camping Permit from the COR. Any permits will be issued at the discretion of the District Ranger(s). The Contractor will present any anticipated camping requests at the Pework Conference.

A camp includes any location occupied by the Contractor or Contractor's agents for the purpose of overnight occupancy. This includes any tenting sites, camp trailers, etc. including residing at designated campsites or campgrounds that are open to the public.

Unless otherwise allowed in the Camping Permit, the contractor will abide by all rules applicable to the general public.

Arrangements for camping on local private lands will be the responsibility of the Contractor.

- d) **Food Storage.** The Gallatin National Forest is under a forestwide Food Storage Order. It generally states that all food, beverages, and scented or flavored toiletries must be stored unavailable to bears at night and when unattended during the day. Attractants include canned food, pop, beer, garbage, grease, processed livestock or pet food, toothpaste, and chapstick. They must be hung at least 10-feet off the ground and 4-feet from any vertical support, or stored inside a bear resistant container or vehicle. Cars, pick-up cabs, enclosed horse trailers, hard sided campers or camper shells are all considered bear resistant. Food should be stored out of sight in vehicles. Coolers, pop-up campers, backpacks, and tents are not considered bear resistant.
- e) **Permitting.** The Forest Service is responsible for securing any necessary streamside and flood plain permits. Normal protections are anticipated.

C-3 TECHNICAL SPECIFICATIONS

- a) **Equipment Specifications.** Equipment shall be in good mechanical and operating condition, fully capable of performing all phases of the specified work.
- b) **Winter Conditions.** Winter shutdown in the project area due to cold and snow conditions typically occurs between November 1 and June 1 of each year but can vary considerably depending on the specific year.
- c) **Spring Road Closures.** Access roads to the project may have spring breakup restrictions to heavy hauling. In this area spring breakup restrictions typically occur between March 30 and June 1 of each year but can vary depending on the specific year. Contact the COR for specific road by road information.
- d) **Traffic Control.** Unless otherwise provided for in the Special Project Specifications, the Contractor shall not restrict public traffic on roads.
- e) **Fencing.** The Contractor shall replace required fencing in a manner that prevents passage of cattle at any time. Any salvaged fencing materials shall be removed with care and shall remain the property of the landowner. Wire shall be rolled and stockpiled in a location directed by the COR. Posts shall be stockpiled in a location directed by the COR.

C-4 STANDARD SPECIFICATIONS

Standard Specifications are found in Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03 US Customary Units) are included in this solicitation by reference only. The requirements contained in these Specifications are hereby made a part of this solicitation and any resultant Contract.

C-5 SPECIAL PROJECT SPECIFICATIONS

Special Project Specifications applicable to this contract are attached in a separate attachment (70 Pages).

C-6 MISC DOCUMENTS

The following miscellaneous documents are part of this solicitation and any resulting contract and are included in Section J (109 pages).

SHEET/INDEX	DESCRIPTION
A	GENERAL INFORMATION: A1 – A2
B	SUMMARIES: B1 – B2
C	TYPICAL SECTION: C1 – C4
D	PLAN & PROFILE: D1 – D2
E	APPROACH ROADS AND PARKING AREAS: E1 – E8
F	DRAINAGE DETAILS: F1 – F12
G	EROSION: G1 – G15
H	GUARDRAIL DETAILS: H1 – H2
I	FENCES, GATES AND LIVESTOCK DETAILS: L1 – L12
J	TRAFFIC CONTROL: J1 – J14
K	MISCELLANEOUS PLAN DETAILS: K1 – K2
L	BRIDGE DETAILS: L1 – L11
M	(NOT USED) – DEEP CREEK CULVERT REPLACEMENT WORK – NOT PART OF THIS CONTRACT (BY OTHERS)
N	MATERIAL SOURCE: N1 – N3
O	COORDINATE LISTINGS: O1

C-7 CLEANUP AND DISPOSAL

The Contractor shall be responsible for solid waste disposal. The Contractor shall at all times keep the area in a clean, neat, and orderly condition. Construction related debris, including but not limited to used motor oil, oil cans, grease cartridges and refuse shall be removed promptly from the site and disposed of in a lawful manner off National Forest System lands. Fees for the use of landfills or transfer stations shall be paid for by the Contractor if there is a charge.

C-8 EXISTING UTILITIES

Contractor is responsible for location of all utilities prior to ground disturbance. Damaged utilities shall be repaired at the Contractors expense.

AGAR 452.211-72 Statement Of Work/Specifications (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

AGAR 452.211-73 Attachments To Statement Of Work/Specifications (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE**FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE**FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **30 September 2010**. The time stated for completion shall include final cleanup of the premises.

In addition, the Contractor shall meet the following timeframes:

- a) Complete all required fencing within **45 days** of the notice to proceed (NTP).
- b) Complete all earthwork, subgrade, drainage, and surfacing including hot asphalt paving between Stations 1+00 and 84+50 by **30 August 2009**.

- c) Complete all earthwork, subgrade, drainage, and aggregate surfacing between Stations 84+50 and 141+50 by **30 September 2009**.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **1 June 2009**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

NOTE: Notify the Contracting Officer's Representative (COR) of intent to begin work at least seven days in advance.

FAR 52.211-12 -- Liquidated Damages – Construction (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$590.91 for the first day of delay and \$519.63 for each subsequent day of delay** until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

SECTION G--CONTRACT ADMINISTRATION DATA

GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

1. NONE

SECTION H--SPECIAL CONTRACT REQUIREMENTS

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.usda.gov/procurement/policy/agar.html

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-77 Emergency Response (NOV 1996)

H-1 NOXIOUS WEED CONTROL

Prior to mobilizing onto National Forest lands, roads, or trails, the contractor shall sufficiently clean any equipment by removing all visible dirt and plant materials. All subsequent move-outs/move-ins by the same piece of equipment shall be equally cleaned.

Prior to any equipment move-in, the Contractor shall make the equipment available for a Forest Service inspection at an agreed location.

H-2 SECURITY AND PROTECTION

- (a) Security and Protection – Security is the Contractor's responsibility. Limit access to the construction area to persons involved in the work. Provide secure storage for materials that are stored on site. Secure completed work as required to prevent loss.

Barricades, warning signs and light shall comply with standards and code requirements for erection of structurally adequate barricades. All road warning signs, barricades, and traffic control devices shall conform to MUTCD. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

- (b) Maintenance of Traffic – The Contractor is authorized to use roads under the jurisdiction of the Forest Service, and open to public travel, for all activities necessary to complete this contract, subject to limitations and authorizations shown on the drawings or specified under this contract when such use will not damage the roads or national forest resources and when traffic can be accommodated safely.

Except as allowed in the contract, trailheads and roads shall remain open throughout the construction project. Perform no work that interferes or conflicts with traffic or existing access to the roadway surface until a plan for satisfactorily handling the traffic has been approved.

Before shutting down operations, take all necessary precautions to prevent damage to the project, such as temporary detours, approaches, crossings, or intersections; and provide for normal drainage and minimization of erosion. Leave all travel ways in a condition suitable for traffic.

- (c) Protection of Improvements – The Contractor shall complete sequences of construction activity in order to prevent damage to equipment, material, and articles incorporated into the work covered by this contract.

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-4	Printed or Copied Double- Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 2008)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.214-26	Audit and Records – Sealed Bidding (OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Bidding (OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding (OCT 1997)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (<i>Applicable if > \$100,000</i>)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008) – Alternate I (Oct 2001) (<i>Applicable if > \$1 Million</i>)
52.219-16	Liquidated Damages --Subcontracting Plan (JAN 1999) (<i>Applicable if > \$1 Million</i>)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
52.222-6	Davis-Bacon Act (JUL 2005)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (FEB 1988)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (JUL 2005)
52.222-12	Contract Termination - Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)

- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
- 52.222-50 Combating Trafficking in Persons (SEP 2007)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
- 52.228-2 Additional Bond Security (OCT 1997)
- 52.228-11 Pledges of Assets (FEB 1992)
- 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995)
- 52.228-14 Irrevocable Letter of Credit (DEC 1999)
- 52.228-15 Performance and Payment Bonds – Construction (NOV 2006)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-17 Interest (OCT 2008)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JULY 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by The Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984) **FULL TEXT BELOW**
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
Alternate I (APR 1984)
- 52.236-26 Preconstruction Conference (FEB 1995)

52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (AUG 1987)
52.244-6	Subcontracts for Commercial Items (DEC 2008)
52.245-1	Property Records (JUN 2007)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering -- Construction (SEP 2006)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)--Alternate 1 (SEP 1996)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

NOTE: Use 52.223-2 (above by reference) in conjunction with provision 52.223-1 (Section K) unless the contract will not involve the use of USDA-designated items at <http://www.usda.gov/biopreferred> or 7 CFR Part 2902

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
452.236-71	Prohibition Against the Use of Lead-Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)

FAR 52.204-7 Central Contractor Registration (APR 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has

marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

FAR 52.204-11 -- American Recovery And Reinvestment Act—Reporting Requirements (MAR 2009) [ARRA CLAUSE]

(a) *Definitions.* As used in this clause—

"*Contract*," as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.* For discussion of various types of contracts, see FAR Part 16.

"*First-tier subcontract*" means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

"*Jobs created*" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"*Jobs retained*" means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"*Total compensation*" means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov> .

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

FAR 52.214-26 -- Audit and Records -- Sealed Bidding (MAR 2009) [ARRA CLAUSE]

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --
 - (1) The proposal for the modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the modification; or
 - (4) Performance of the modification.

(c) *Comptroller General.* In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause and also the right to interview any current employee regarding such transactions.

(d) *Availability.* The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

Alternate I (Mar 2009). As prescribed in 14.201-7(a)(2) substitute the following paragraphs (c) and (e) for paragraphs (c) and (e) of the basic clause:

(c) The Comptroller General of the United States, an appropriated Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

(1) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract or a subcontract hereunder; and

(2) Interview any officer or employee regarding such transactions.

(e)(1) Except as provided in paragraph (e)(2), the Contractor shall insert a clause containing the provisions of this clause, including this paragraph (e), in all subcontracts.

(2) The authority of the Inspector General under paragraph (c)(2) of this clause does not flow down to subcontracts.

FAR 52.222-39 Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (DEC 2004)

(a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning

union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the

Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

FAR 52.225-21 Required Use Of American Iron, Steel, And Other Manufactured Goods And Buy American Act —Construction Materials (MAR 2009) [ARRA CLAUSE – IN LIEU OF FAR 52.225-9]

(a) Definitions. As used in this clause—

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

- (1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a-10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE**

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]

*Include all delivery costs to the construction site.]

FAR 52.228-1 Bid Guarantee (SEP 1996) *(Applicable over \$100,000)*

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds –

(1) To unsuccessful bidders as soon as practicable after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

FAR 52.236-1 Performance of Work by the Contractor (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

FAR 52.236-8 -- Other Contracts (Apr 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

NOTE: Deep Creek Bridge – AG-0398-C-08-0030 and Smith Creek Fish Passage Culverts – AG-0398-C-08-0041, are active contracts in the same area work in this solicitation is contemplated.

AGAR 452.228-70 Alternative Forms of Security (NOV 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA Forest Service.

Order of Precedence--Construction

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the specifications)
- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments
- (5) The Specifications
- (6) Drawings

Insurance – Minimum Amounts

- (1) Reference Contract Clause 52.228-5 Insurance – Work on a Government Installation (JAN 1997)
(2) Kind and minimum amounts are as follows:

<u>Kind</u>	<u>Amounts (FAR 28.307)</u>
Workman's Compensation	\$100,000 *
Comprehensive General Liability	\$500,000 per occurrence for bodily injury
Comprehensive Automobile Liability	\$200,000 per person & \$500,000 per occurrence for bodily injury & \$20,000 per occurrence for property damage (if applicable)
Aircraft Public & Passenger Liability	\$200,000 per person & \$500,000 per occurrence for bodily injury & \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

*Except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall be contained in an endorsement to the effect that any cancellations or any material change adversely affecting the Government's interest shall not be effective: (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Office, whichever period is longer. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

NOTE: THIS INVITATION FOR BID (IFB) CONTAINS THE FOLLOWING DOCUMENTS WHICH ARE ATTACHED TO OR MADE A PART OF THIS SOLICITATION.

J-1 WAGE DETERMINATION

- General Decision Number: *MT080002 10/31/2008 MT2*
- Superseded General Decision Number: MT20070002
- State: Montana
- Construction Type: Highway
- Counties: Montana Statewide.
- HIGHWAY CONSTRUCTION PROJECTS
- Full wage determination located at: <http://www.wdol.gov/dba.aspx>

J-2 MISC. DOCUMENTS

- Special Project Specifications – 70 pages attached as indicated in Section C-5
- Construction Drawings - 109 pages attached as outlined in Section C-6

J-3 BID BOND

- Standard Form 24 – can be obtained from the “Forms” link at GSA (General Services Administration) website. Click on the link below (or enter address into your browser), then select “Forms” in the upper right of the web page, then enter “SF-24” in the search block.
<http://www.gsa.gov/>

PART IV--REPRESENTATIONS AND INSTRUCTIONS**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS**

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (JANUARY 2005)

The North American Industrial classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s):	<u>All</u>
--NAICS Code	<u>237310</u>
--Size Standard	<u>\$33.5 Million</u>

The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 237310 *[insert NAICS code]*.

(2) The small business size standard is \$33.5 Million *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

-----**(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.**

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

NOTE: Paragraph (d) above, applies to this solicitation as 52.204-7, Central Contractor Registration is included, and there are no individual representations and certifications included in this solicitation. ORCA registration shall be completed on the website indicated in paragraph (d). Any changes not reflected in ORCA must be outlined in the table above.

FAR 52.209-5 Certification Regarding Responsibility Matters (DEC 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) **Are ___ are not ___** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have ___ have not ___**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) **Are ___ are not ___** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) **Have ___, have not ___,** within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item Basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 Percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or Service contracts.

FAR 52.219-28 Post-Award Small Business Program Rerepresentation. (June 2007)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System

(NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 237310 assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

FAR 52.223-1 Biobased Product Certification (DEC 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

FAR 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.204-6 Data Universal Numbering System (DUNS) (APR 2008)
- 52.214-3 Amendments to Invitations for Bids (DEC 1989)
- 52.214-4 False Statements in Bids (APR 1984)
- 52.214-5 Submission of Bids (MAR 1997)
- 52.214-6 Explanation to Prospective Bidders (APR 1984)
- 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (NOV 1999)
- 52.214-18 Preparation of Bids-- Construction (APR 1984)
- 52.214-19 Contract Award – Sealed Bidding -- Construction (AUG 1996)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

- 452.204-70 Inquiries (FEB 1988)

L-1 - IFB DOCUMENT

THIS INVITATION FOR BIDS (IFB) CONTAINS THE FOLLOWING DOCUMENTS WHICH ARE ATTACHED TO OR MADE A PART OF THIS SOLICITATION.

- A. Wage Determination, General Decision Number:
 - MT080002 10/31/2008 MT2
- B. Misc. Documents:
 - Special Project Specifications – 70 pages attached as indicated in section C-5
 - Construction Drawings - 109 sheets attached as outlined in section C-6
- C. Bid Bond:
 - Standard Form 24 – can be obtained from the “Forms” link at GSA (General Services Administration) website. Click on the link below (or enter address into your browser), then select “Forms” in the upper right of the web page, then enter “SF-24” in the search block.
<http://www.gsa.gov/>

The contractor, awarded a contract as a result of a bid in response to this solicitation, must provide all necessary plant, labor, materials, equipment, appliances, and supervision to complete the Shields River Road #844 Reconstruction project in accordance with sections B through M, to include any and all amendments and attachments to this Invitation for Bid.

L-2 - ESTIMATED COST

Estimated cost of the proposed construction is between \$1,000,000 and \$5,000,000

L-3 - HAND CARRIED BIDS

Hand carried bids can be delivered to: Gary Stephens, Gallatin National Forest, Supervisor's Office, Room 387 (3rd floor), 10 E. Babcock Street, Bozeman, Montana 59715. This address can be used for overnight or express delivery.

The address for U.S. Postal delivery is:

Gallatin National Forest
Attn: Gary Stephens
P.O. Box 130
Bozeman, MT 59771

Hand carried bids must be **delivered prior** to the time established for bid **opening of 1400hrs** on **Tuesday, 19 May 2009**.

L-4 - BID SUBMITTAL DOCUMENTS

The following documents must be submitted with your bid, in duplicate.

- SF 1442, Solicitation, Offer and Award (completed and signed)
- Bid Schedule (Section B)
- Representations and Certifications (Section K)
- Bid Bond (20% of Bid or \$3,000,000.00, whichever is less)
- All Amendments must be acknowledged
- Statement of Affiliates – See M-1

L-5 - JOB SITE INSPECTION

Bidders should inspect the job site prior to submitting a bid. In this regard, bidders should note Contract Clause Number, FAR 52.236-3, titled "Site Investigation and Conditions Affecting the Work."

FAR 52.236-27 Site Visit (Construction) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

a) Scheduled Pre-bid Tour:**Date & Time: April 20, 2009 10:00 AM****Location: Beginning of Project, Station 1+00****b) Additional site visit conditions (such as closures, snow levels, etc) are available by calling:****Name: Jonathan Kempff - Forest Supervisor's Office, Gallatin NF, Bozeman, Montana****Telephone: 406-587-6732 During normal business hours**

Prospective bidders wishing to visit the sites on their own may obtain direction information by contacting Jonathan Kempff at his number above.

L-6 - AMENDMENTS PRIOR TO BID OPENING

The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to the date set for opening bids. Such amendments, if any, will be announced by an amendment or amendments to this Invitation for Bid only on the FedBizOpps (FBO) web-site that was used for this solicitation. It is the sole responsibility of the Offeror to check the web-site for amendments of this solicitation. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening may be postponed by such number of days as in the opinion of the issuing officer that will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

L-7 - PERFORMANCE AND PAYMENT BONDS (FAR 28.102.02)

- a. Within 10 calendar days after award is made the Contractor shall furnish a Performance Bond (Standard Form 25) and Payment Bond (Standard Form 25A) to the Contracting Officer, each with good and sufficient sureties acceptable to the Government. (See Block 12, SF 1442, Solicitation, Offer and Award)
- b. Performance Bond - The penal sum of the performance must equal – (a) one hundred percent (100%) of the original contract price, and (b) if the contract price increases, an additional amount equal to 100% of the increase.
- c. Payment Bond – The amount of the payment bond must equal – (a) one hundred percent (100%) of the original contract price, and (b) if the contract price increases, an additional amount equal to 100% of the increase.
- d. The amount of the payment bond must be no less than the amount of the performance bond.

NOTE: The Contractor will furnish all bonds to the Government before the start of contract performance.

L-8 - CONTRACTOR IDENTIFICATION NUMBER REPORTING

In **block 14 SF1442** with its business name and address, the offeror should supply the Tax Identification Number (TIN) and Data Universal Numbering System (DUNS) number applicable to that name and address. The TIN number should be preceded by "TIN" and the DUNS number preceded by "DUNS". If the offeror does not have a DUNS number, it may request one from any Dun and Bradstreet branch office or on the web at <http://fedgov.dnb.com/webform>.

L-9 - TELEGRAPHIC BIDS

Telegraphic bids received in response to this solicitation **WILL NOT BE** accepted.

L-10 - FACSIMILE BIDS

Facsimile bids received in response to this solicitation **WILL NOT BE** accepted.

L-11 - IFB NOT SET-ASIDE

This invitation for bids **is NOT** a 100% Small Business or Small Disadvantaged Business Set-Aside.

L-12 - BID GUARANTEE

All Bid Bonds must be originals. Faxed copies of Bid Bonds are unacceptable and will render your bid nonresponsive.

Each bidder shall submit with its bid, a Bid Bond (Standard Form 24), with good and sufficient surety or sureties acceptable to the Government or other security as provided above in the form of twenty percent (20%) of the bid price or \$3,000,000.00, whichever is less. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a **Firm Fixed Price (FFP)** contract resulting from this solicitation.

FAR 52.222-5 -- Davis-Bacon Act—Secondary Site of the Work (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered are, are as follows:

Goals for minority participation for each trade

Goals for female participation for each trade

3.3%

6.9%

These goals are applicable to all of the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Park County, Montana.**

**52.225-22 -- Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--
Buy American Act--Construction Materials (MAR 2009)
[ARRA PROVISION – IN LIEU OF FAR 52.225-10]**

(a) Definitions. "Construction material," "domestic construction material," "foreign construction material," "manufactured construction material," "steel," and "unmanufactured construction material," as used in this provision, are defined in the clause of this solicitation entitled "Required Use of Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-21).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-21 in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-21, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d)

of the clause at FAR 52.225-21 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-21 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (MAR 2009). As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-21.

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Gallatin National Forest, ATTN: Gary Stephens, P.O. Box 130, Bozeman, MT 59771.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION M--EVALUATION FACTORS FOR AWARD**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.arinet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**M-1 - BIDDER'S QUALIFICATIONS**

Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding the firm's previous experience in performing comparable work, business and technical organization, financial resources, and plant available to be used in performing the work.

M-2 - AWARD (FAR 14.101(e))

Award will be made with reasonable promptness to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Government, considering only price and the price-related factors included in the invitation.

M-3 - SINGLE AWARD

Only one award will be made for this solicitation.

FAR 52.214-19 Contract Award -- Sealed Bidding – Construction (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.